

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT , PENNSYLVANIA**

Roger Shekar ,)	
Pushpa Shekar,)	
Plaintiffs,)	
)	<u>TWELVE PERSON JURY DEMAND</u>
)	<u>DAMAGES CLAIMED:</u>
v.)	100 MILLION DOLLARS
)	<u>PUNITIVE DAMAGES</u>
SELENE FINANCE L.P.)	500 MILLION DOLLARS
OCWEN LOAN SERVICING,)	
SELENE HOLDINGS LLC,)	
PRETIUM PARTNERS, LLC,)	
PHH MORTGAGE CORPORATION,)	
ALTISOURCE LLC,)	
OCWEN FINANCIAL CORPORATION,)	
KATIE BREWER, as an individual,)	
IMELDA AVALOS, as an individual,)	
GLENN MESSINA, as an individual,)	
WILLIAM SHEPRO, as an individual,)	
MICHELLE ESTERMAN, as an individual,)	
DONALD MULLEN,)	
JOSEPH DAVILA, as an individual,)	
)	
Defendants.)	

Now comes Plaintiffs , Roger Shekar and Pushpa Shekar (“Plaintiffs”) sue the Defendants Selene Finance L.P , and its *pseudo, alter ego* entities Selene Holdings LLC, Pretium Partners, LLC, PHH Mortgage Corporation, Altisource LLC, Ocwen Financial Corporation, and sue the individual Defendants Davila, Esterman, Shepro, Messina, Brewer, Avalos . Donald Mullen, (hereinafter “ Defendants Defendants”) and seek punitive damages against individual Defendants for FIVE HUNDRED MILLION DOLLARS collectively; and Compensatory , Consequential damages of FIFTY Million dollars against defendant Selene Finance L.P. and its alter ego d/b/a entities.

JURISDICTION

Defendant Selene Finance L.P. is located in Montgomery County, Pennsylvania and rest of the *alter ego* entities conduct business in Pennsylvania and; individual Defendants resided in and around Montgomery county, and other places in Pennsylvania with multiple residences. In Pennsylvania, Florida, Texas.. Plaintiffs are Illinois citizens.. There is diversity of citizenship to invoke this Federal Court jurisdiction.

A. BACKGROUND FACTS SUPPORTING CAUSES OF ACTION

This is a civil action filed by the Plaintiffs seeking Judgment for Compensatory, Consequential, Punitive damages , Permanent Injunction against the Selene Defendants; Punitive damages against individual Defendants Joseph Davila, Glen Messina, Michelle Esterman, William Shepro, Imelda Avalos, Katie Brewer.

The Plaintiffs seek damages in excess of **50 Million dollars** against the Selene defendants as per the factual pleadings in the claims sated here , and seek compensatory, consequential and punitive damages for :

- Breach of contract ;
- Federal Fair Credit Report Act;
- multiple counts of Mortgage Fraud ;
- Financial crimes
- Statutory Fraud
- Damages for theft by conversion which include abuse , felony theft by conversion, diversion of Plaintiffs mortgage payment;
- illegal invocation of mortgage acceleration clause;
- Defamation , Defamation *per se*;

- defamation and slander of Title of real property ;
- Claims under FACTA, FCRA, TILA - defamation and slander of Plaintiffs credit scores;
- violations of the Federal Fair Debt Collection Practices Act
- False consumer report;
- violations under Federal Consumer Fraud and Deceptive Practices Act
- Class X Felony crimes of threats, intimidation by breaking the Plaintiffs house door lock
- Corporate malfeasance and embezzlement;
- intentional infliction of emotional distress;
- intentional infliction of mental anguish;
- Tortuous interference with Plaintiffs home insurance carrier with a vicious, malicious, deliberate misrepresentation as to the status of occupancy of Plaintiffs home with defamatory propaganda that the Plaintiffs property was vacant / abandoned to induce extort cancelation the Plaintiffs' home insurance policy;
- stalking, harassment, extortion including Class X Felony vandalism of the Plaintiffs' property ; threats to the safety of the Plaintiffs and their children.

B. CAUSES OF ACTION

1. Plaintiffs repeat and restate Background Facts as if fully stated herein.
2. Plaintiffs discovered that the defendants have been abusing Plaintiffs' escrow tax account, violated fiduciary duty by not timely remitting taxes to the Cook County treasurer which

triggered late fees by the Treasurer; not paid the hazard insurance premium from escrow which triggered cancelation of home policy.

3. Plaintiffs discovered that the defendants have been mishandling the escrow funds including not paying the taxes timely in spite of the fact the Plaintiffs had contributed such escrow taxes in his timely monthly mortgage payments for over 17 years - which included principal, interest and *escrowed tax dollars* amortized over 12 months and to disburse those escrow funds Cook county a responsibility of the Defendants.
4. In spite of the fact that the escrow tax dollars in DEFENDANTS control, DEFENDANTS failed to disburse the escrow taxes timely.
5. Plaintiffs discovered the late disbursements of escrowed tax dollars to the County government for no reason, which triggered late fees, but deliberately avoided stating reasons for late fees in August 2016 statement.
6. The said late fees assessed by Cook County treasurer was passed onto Plaintiffs by to pay those late fees, even though the lateness or tardiness of not made the tax payments was solely due to abuse of escrow taxes and failed to pay by due date to the county.
7. Additionally, Defendants defaulted in not paying the hazard insurance premium in escrow account which resulted in cancelation of home policy.
8. Owing to the abuses and misconduct conduct of as stated here for many years, Plaintiffs demanded defendants to close the escrow account and to convert his mortgage account as “non-escrowed/de-escrowed”, meaning taxes, insurance will not be included in monthly mortgage payments. The escrow account is opted only as a convenience when Plaintiffs bought the home and not a mandatory requirement when Plaintiffs put 20% down payment to the mortgage.

9. It was agreed in writing - deemed as **Mortgage Modification Agreement Contract (MMC)**
See **Exhibit 1** confirming that defendants had closed the escrow account; Plaintiffs would pay only principal and interest every month , which is to be applied entirely towards the outstanding balance of his mortgage; prohibited from to allocate, divert any payments made by Plaintiffs for any non-existed escrow account ; or create any new escrow account .
10. The agreement referenced (Ex.1) became the ***controlling document*** of the loan agreement to govern as to escrow account and the scope and extent for which monthly payments are to be made which is Principal and interest per the MMC
11. Pursuant to the MMC agreement entered as stated in paragraph 26 between Plaintiffs and DEFENDANTS , and as an ***evidence of performance of the contract*** per Exhibit 1, the monthly statements coming out from defendants reflected principal and interest only due and the payments applied as such as shown in **Exhibits 2 and 3**
12. Despite having an agreement in place on how monthly mortgage payments were to be allocated, defendants starting January of 2017 onwards, within three months of the agreement **breached the contract** by diverting the payments by creating an unauthorized escrow account **Exhibit 4** ; engaged in numerous illegal activities and abuses on the account ; committed **fraud in not applying the Principal and interest payments towards the mortgage for several years** ; committed financial crimes; abused Plaintiffs monthly payments ; indulged in unconscionable, deceptive and unfair practices and committed Multiple Mortgage Servicing Misconduct , which include -Abuse of Plaintiffs payments; “theft by conversion” ; Engaged in Other Unlawful Threats of Foreclosure ; Fabricated Inaccurate Statements; Illegally converted, Diverted, Mismanaged Plaintiffs Principal and Interest payments; Defrauded the legitimate monthly payments made timely every month in

compliance with agreement (Exhibit 1) and started “characterizing” principal and interest payments into a “partial payment”, “short payment”, “under payment” and assessed late fees . In essence, the defendants BREACHED THE CONTRACT.

13. As additional fraud and abuse and breach of loan agreement , the monthly payments towards the principal and called the payments “ unapplied funds” after creating a ghost “suspense account .”
14. In continuation of the abuses and harassment by defendants despite fully aware of the fact that Plaintiffs paid the annual premium directly to his insurance carrier, defendants tortuously interfered with the business relationship between the Plaintiffs and his insurance company .
15. Defendants maliciously misrepresented to the insurance company that Plaintiffs home was ‘vacant’ and that nobody was living at the property , whereas defendants knew the Plaintiff’s continue to receive statements ; continue to remit monthly statements ; and continue to accept monthly payments received by the defendants which are diverted, stolen, converted. In addition the defendants knew there is a certificate of insurance on file, sent to the defendants by the carrier as a protocol by the carrier.
16. Defendants viciously intend the above despicable act to extort the Plaintiffs to buy insurance from their own *alter ego* sham entity defendant Altisource at FOUR TIMES the premium in the name of “ Lender placed insurance.”
17. The pattern of mortgage fraud; diversion of payments committed by the defendants to numerous homeowners triggered law suits from entire FIFTY States Attorney general in America, law suit by Consumer Financial Protection Bureau ; Florida Attorney General law suit; cease & desist order prohibiting defendants from doing business.

18. The **Group Exhibits X** referred as “rap sheet” will inform this Court in more details as to the notorious white collar criminals- Selene defendants .
19. Defendants refused to correct the mortgage statements and apply the monthly payments as agreed in MMC,(Ex.1) ; Instead, defendants continued to call the legitimate principal and interest payments made by Plaintiffs as “partial payments” and also continue to assess late fees; continue to not credit the payments towards the Principal and interest ..
20. After defendants breached the contract and falsely accused Plaintiffs of late payments , “short payments” , made false reporting to consumer credit bureaus even though principal and interest payments were being made timely by the Plaintiffs , consistent with the MMC Exhibit 1
21. It is Plaintiffs’ contention that said late fees and false accusations as to “short payments” were done in a threatening and harassing manner as a *prelude* to fabricate a default, delinquency and threats of foreclosure like the white collar criminal defendants have done to numerous homeowners who fell a victim. (Gr.Ex.X)
22. Because of these actions, Plaintiffs’ credit rating was irreparably damaged, and his FICO score dropped from excellent score 875 to 741 down to poor or 535 within a period of twelve months.
23. Despite Plaintiffs continue to make the principal and interest payments , defendants started sending harassing notices to Plaintiffs falsely accusing of default, falsely claimed that the Plaintiffs’ mortgage account in delinquent status, and, threatened Plaintiffs with foreclosure, when the plaintiffs diligently, timely continue to make monthly payments as agreed in MMC - Exhibit 2 and 3 ; when Plaintiffs not in any breach of the note; whereas defendants breached the contract -MMC -Exhibits 1 and 4

24. The illegal conduct and tortious acts by the defendants as described here are deliberate, wanton and sheer financial greed by the defendant white collar criminals.
25. Plaintiffs are subjected to enormous stress , duress, emotional anguish due to defendants' unlawful acts and unlawful conduct.
26. The defendants continued to breach the agreement MMC made per Exhibit 1; continue to de-fraud the plaintiffs by not applying the payments to the principal, later stopped sending monthly statements; payments of principal and interest continue to be paid by the Plaintiffs despite no statements received, were returned to set up for false , bad faith foreclosure; run with the equity.

C. **SELENE DEFENDANTS "RAP SHEET" AS TO PRIOR MORTGAGE ESCROW ACCOUNT ABUSES ; ATTORNEY GENERALS LAW SUITS AND REGULATORY ACTIONS**

27. Despite multiple lawsuits and regulatory actions ; law suits by FIFTY States Attorneys Generals , State regulators, and Federal agencies, Federal Consumer Financial Protection Bureau, - the DEFENDANTS - continue to violate federal and state laws and industry standards ; continue to indulge in Fraudulent mortgage operations. See **Group Exhibit X** .
28. As a result of defendants fraud, Plaintiffs has suffered financial injury, and has been placed at imminent risk of losing his home for no default, no breach by the Plaintiffs of his mortgage agreement.
29. This pattern of escrow mismanagement and abuse has triggered hundreds of law suits including Class Action law suits, law suits by all the Attorney Generals in entire America who sued the Selene defendants.

30. In April, 2017, Florida Attorney General had filed suit in Federal court in Florida, case no: 9:17-cv-80496 against the for the abuses stated as in above paragraphs for continue to **defraud and abuse escrow accounts** of multiple millions of consumers and Home owners .
31. A class action is filed by Michigan home owners against and is pending in Michigan Federal court . The suit claims **failed to credit borrowers' payments; mismanagement of escrow accounts ; illegal foreclosures; fraud et .**
32. Michigan is one amongst many State regulators to target Financial over mishandled mortgages <https://www.crainsdetroit.com/article/20170421/NEWS/170429976/michigan-among-regulators-to-target--financial-over-mishandled>
33. A class action law suit against is pending in Cook county for continued abuses by defendants - nationwide. Judgement in favor of Plaintiff in *Parra v. Ocwen Loan Servicing LLC*, Case No. 2018--CH-09242, ILND Federal District court; several law suits pending in the Circuit Court of Cook County, Illinois; Defendants are **barred from doing any business in 28 States.**
34. The Illinois Department of Financial and Professional Regulations issued a “Cease & Desist” order against , prohibiting from writing or servicing new loans. See Group Exhibit X
35. In January 2017, the United States Inspector General for the Asset Relief Program released a report stating that PHH/Ocwen, now Selene have ***one of the worst track record in foreclosure mitigation.*** The report includes a finding that in a sampling of loans tested, had wrongfully terminated borrowers from HAMP loan modifications in 2016. The report cited for improperly **holding borrower payments in expense accounts, improperly reversing and reapplying payments, and mishandling escrow accounts, abuses of foreclosure laws and regulations.**

36. Attached in Gr.Ex.X Case no: 9:17-cv-80496 , law suit filed by Florida Attorney General law suit filed by Consumer Financial Protection Bureau which will throw more light as to defendants’ “**business model**” built on **fraud, deception and extortion**”.
37. Illinois Attorney General Lisa Madigan drafted a settlement agreement in 2014 which require **not to engage in mortgage and foreclosure abuses; not immune from criminal prosecution**, refund the interest monies earned from escrow tax dollars as principal reduction to home owners. See **Exhibit 5** -Attorney General Lisa Madigan settlement letter
38. The defendants breached the settlement agreement (Ex.4) anyway, which resulted in Florida Attorney General law suit in 2017, cited above .
39. During a multi-state examination of defendants - the Florida Office of Regulation identified **compliance violations of both federal and state law** under Section 494.00255(1)(m), Florida Statutes
40. Additionally, several state regulators fined defendants for its use of **unlicensed business entities in the Philippines and India to service its mortgage portfolio**. Defendants maintains an affiliate named Business Solutions, Inc. (“OBS”) in the Philippines. **OBS** engaged in **unlicensed mortgage servicing activity**.
41. Since 2014, the Florida Attorney General has engaged on numerous occasions to discuss **grave concerns regarding the serious and troubling issues arising from regulatory exams, various settlements, and consumer complaints against the defendants..**
42. Defendants’ ’s ability to acquire mortgage servicing rights (“MSR(s)”) on additional New York loans and the California Division of Business Oversight (“CADBO”) placed a similar MSR ban in January of 2015. These bans were put in place due to misconduct identified by those regulators and a perception that *could not be trusted to service mortgage loans*.

43. Nonetheless, defendants' mortgage servicing misconduct , abuses continued, continuing as of date..

44. None of the law suits by the attorney generals, regulatory actions ever *deterred* the defendants white collar criminals; continue their abuses of Homeowners' monies and conducted 'business as usual' and continue to abuse home owners escrow accounts and payments, as a pattern of deceptive, fraudulent business practices , a business model designed to defraud homeowners .

45. Defendants swindled interest monies invested from homeowners escrow tax dollars. The previous CEO of defendant , a criminal mastermind who devised a plan to "seize and steal the equity" of the homeowners through false foreclosure abuses, , and who bought an island in Bahamas, served time in Federal Prison for felony financial crimes and mortgage , escrow, foreclosure abuses.

46. The law suits by Fifty Sate Attorney Generals; Florida Attorney General ; and CFPB claims proved that the defendants :

- Have engaged in **Mortgage Servicing misconduct**;
- Have Illegally Foreclosed on Borrowers and Engaged in Other **Unlawful Foreclosure and Loss Mitigation Practices**
- Have Mismanaged **Borrowers' Escrow Accounts**
- The **Have Mishandled Borrowers' Hazard Insurance** ¹
- Have engaged in **Escrow Account Related Violations** of RESPA and Regulation X
Section 6(g) of RESPA, 12 U.S.C. § 2605(g)

COUNT I

BREACH OF CONTRACT

47. Plaintiffs adopts and incorporates Background Facts ; paragraphs 1- 46 as fully set forth herein.

48. Defendant Selene - at some point of time in 2024 , became the mortgagee of Plaintiffs .

with NO NOTICE to Plaintiffs mortgagors as such “change of hands” of the mortgage as required under the law.

49. The Defendants violated the Federal and State laws in not informing the change in mortgage servicing company .

50. Additionally , after breached the contract per Exhibit 1 -MMC- defendants illegally invoked “mortgage acceleration clause” when they are barred when mortgagee breached the contract; This abuse and illegal act is intended to appease white collar criminal Selene defendants corporate greed and enhance their pecuniary interests and to demand more than double the outstanding mortgage balance.

51. **In sum:**

- Since September 23, 2016 Plaintiffs account is non-escrowed; Exhibit 1
- Defendants breached the contract ; illegally opened a “ suspense *shadow* account a/k/a “escrow account ” in violation and confirmation of breach of MMC and illegally started diverting the Principal and interest payments to this “ghost” suspense account ;
- Thereafter Fabricated a false , bogus “partial payment” “under payment” story in statements;
- Thereafter , falsely reported to credit bureaus as late payments by placing false, incriminating, detrimental data as to Plaintiffs payment history; slandered the credit score and brought down FICO score to poorest 535 from excellent FICO score of 875 within a matter of twelve months;
- Thereafter, fabricated a bogus default in payment story;
- Thereafter, fabricated a bogus delinquency status;

- Thereafter, indulged in and continue to indulge in fraudulent conduct in order to “fabricate and create a false foreclosure”

WHEREFORE, Plaintiffs seek money damages in excess of **TEN** MILLION DOLLARS be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation, plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT II

VIOLATIONS OF FEDERAL FAIR AND ACCURATE CREDIT REPORT ACT FACTA ; FCRA

52. Plaintiffs adopts and incorporates Background Facts ; paragraphs 1- 51 of **Count I** of this Complaint as fully set forth herein.

“ Unfair methods or deceptive acts or practices, including but not limited to deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. 815 ILCS 505/2.”

53. Defendants’ illegal creation of the “escrow account” to “fabricate” a default , delinquency , short payments, under payments after committed theft by conversion of the monthly principal and interest payments, assessing illegitimate “late” fees when payments were paid in full as agreed in MMC -Ex.1;paym,enst made timely and not late was a deceptive act or practice by the defendants - under Federal FACTA, FCRA as well as under the Illinois Consumer Fraud and Deceptive Business Practices Act (hereafter “ICFA”), 815 ILCS 505/1, et. seq.

54. Defendants intended Plaintiffs to rely on the *deception* by fabricating false and inaccurate mortgage statements and defrauded the Plaintiffs as not in compliance with the loan agreement.
55. Defendants is in the business of servicing loans. Plaintiffs is a mortgagor of the loan being serviced by defendants. and Plaintiffs were consequently involved in a course of conduct involving trade or commerce.
56. Plaintiffs suffered damages by defendants false reporting to credit bureaus that Plaintiffs being in default of their mortgage payments and thus caused Plaintiffs' credit score to be damaged by over 300 points , with lowered FICO Score from 875 down to a poor, derogatory score of 535.
57. Defendants violated violated 815 ILCS 505/2 by engaging in unfair and deceptive acts or practices by using fraud, deception, and misrepresentations in its attempts to seek late fees, inspection fees for inspection which never existed, diversion of monthly payments to an unauthorized escrow which was never agreed and in violation of MMC=Ex.1

Deception and Unfairness :

It is unfair for defendants not crediting the legitimate monthly payments; to assess false late fees by fabricating a "short payment" story; fraud act of slandering and harassing by lying to the insurance carrier that the home; posted stickers at the door the Plaintiff home was "vacant" and billing as 'inspection fees' for posting such fraudulent notice; harassing, intimidating and threatening Plaintiffs through a pattern of false representation as to payments due, when Plaintiffs made payments timely; stole, converted the payments of Principal and interest and defrauded the full payment of Principal & Interest payments as "partial payments"; false reporting made to credit bureaus; continuous harassing letters with false accusation as to

default in payments when no default existed; continuous harassing letters as to delinquency, when no delinquency existed- all these deceptive acts attempting to *dragoon* Plaintiffs into abandonment of property and / or to create a forcible default by abuse of foreclosure laws when no evidence of any default by Plaintiffs in his mortgage payments of principal and interest as agreed per MMC - Exhibit 1.

58. Defendants intended that the Plaintiffs rely on their unfair, fraud and deceptive acts and the Plaintiffs if relied on defendants' deceptive and unfair acts and tactics, it would be to Plaintiffs detriment as defendants' deceptive attempts are to force Plaintiffs to believe that such false statements to be true as an extortion effort to foreclose the Plaintiffs' property. Plaintiffs are forced to incur legal fees as a result of defendants' numerous threats, intimidation, and stalking criminal conduct.

59. Defendants *bullied* the Plaintiffs as an extortion effort with an intent to submission with perpetual unfair and deceptive conduct through lies, harassment, intimidation, and deception and fraudulently converted the agreed principal and interest payments on the subject loan per agreement Exhibit 1, 2, 3; falsified as partial payments and created a "past due balance" and fabricated a default after defendants diverted, stole the Principal and Interest funds- Exhibit 4.

60. As additional financial crime, after BREACHED THE CONTRACT (Exhibit 1), the defendants illegally invoked "mortgage acceleration clause" when they are barred as defendants are in breach of contract (Exhibit 1)

61. Such deceptive conduct by the defendants is part of a pattern and practice of criminal behavior in which defendants routinely engages as part of its business model to falsely

represent to mortgagor that a debt is owed, when in fact it is not, and such fraud solely to serve defendants pecuniary interest.

62. Plaintiffs is ultimately forced to file a law suit due to 's deceptive and unfair conduct, misrepresentations , harassments , refusal to accept payments for Principal and interest, refusal to send monthly statements and continued threats of foreclosure.

WHEREFORE, Plaintiffs seek money damages in excess of **TEN MILLION DOLLARS** be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation, plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT III

VIOLATION OF FEDERAL TRUTH IN LENDING ACT; **MORTGAGE ESCROW ACCOUNT ACT;**

63. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-62 of this Complaint as fully set forth herein.

64. Defendants violated Federal Truth In Lending Act "TILA" under Federal Fannie Mae requirements; violated Illinois Mortgage Escrow Account Act ILCS 910/5 (from Ch. 17, paragraph 4905) (hereafter referred to as MEAA").

Section 5 of the ILLINOIS STATUTE 765 ILCS 910/5 reads:

" When the mortgage is reduced to 65% of its original amount by payments of the borrower...the mortgage lender must notify the borrower that he may terminate such escrow account or that he may elect to continue it until he requests a termination thereof, or until the mortgage is paid in full, *whichever occurs first.*"

Illinois State Regulation on Mortgage Escrow Accounts: “ Must permit borrower to terminate escrow account when loan balance reduced to 65% of original amount. ”

65. Applying the law , per aforesaid 765 ILCS 910/5 , Plaintiffs’ contend that their mortgage balance was reduced to 65% of its original amount in 2008 years before the September 23rd, 2016 agreement letter when defendants agreed to remove the escrow account (Ex.1) on an unrelated cause of demand by Plaintiffs to close the escrow for default in payment of taxes and abuses of escrow accounts -Exhibit 1.
66. Plaintiffs never received any notifications that they are entitled, under the above referenced MEAA as to Plaintiffs no longer be required to maintain escrow , despite the act the escrow itself was opted as an option and nit required when 20% down payment made in the mortgage.
67. In fact, even after notifying through multiple E mails in since 2009 Plaintiffs demanding to close the escrow per the MEAA and to correct the monthly statements to Principal and interest only. Defendants ignored the E mail demands; refused to close escrow neither denied as to their violation of MEAA and failure to notify and disclose the MEAA. Defendants thus further breached the TILA.
68. Plaintiffs further states and alleges that defendants indulged in above wrongful acts intentionally, willfully, knowing their vicious, sadist acts would cause financial harm and injury to the plaintiffs in that defendants swindled the intertest dividends they enriched by investing Plaintiffs’ escrow monies in European stocks and bonds.
69. Plaintiff seeks compensatory damages in addition to recovery of monies allocated improperly to escrow and the “financial gain” by way of interest income derived by defendants by investing Plaintiff escrow taxes in various portfolios, money markets , etc..

70. These damages are in excess of \$100,000 and retroactively to be reimbursed from 2008.

WHEREFORE, Plaintiffs seek damages in excess of \$100,000 entered in favor of the Plaintiffs and against the defendants, plus attorney fees and costs, and such other relief as the court deems proper and just.

COUNT IV

REFUND OF INSURANCE ESCROW

71. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-70 of this Complaint as fully set forth herein.

72. Plaintiffs paid the annual premium directly to their insurance carrier. Defendants are fully aware that Plaintiffs paid the insurance premium directly to the insurance carrier, as the insurance carrier sent the proof of insurance to the defendants.

73. Defendants deceptively withheld the refund of insurance escrow \$ 1077 but never refunded to Plaintiffs.

WHEREFORE, Plaintiffs seek damages in excess of \$1077 plus interest and attorney fees and costs entered in favor of the Plaintiffs, and against the defendants and such other relief as the court deems proper and just.

COUNT V

TORTOUS INTERFERENCE WITH INSURANCE CARRIER

74. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-73 of this Complaint as fully set forth herein.

75. Defendants maliciously made false statements to Plaintiffs insurance carrier that the Plaintiffs property was vacant and hence the carrier should not insure the property.

76. As proximate cause of defendants' vicious conduct , Plaintiffs' insurance policy was canceled , the coverage interrupted . (See Gr.Ex X-Florida attorney general referring to this pattern of dirty practice of defendants in the footnote.)
77. As additional consequential damages due to defendants' malicious acts of rendered Plaintiffs home policy canceled, Plaintiffs suffered loss of coverage , was unable to make any claims in the interrupted period for certain personal items loss worth around \$ 15000.
78. As proximate cause of defendants' abuse , misconduct , fraud, Plaintiffs incurred monetary loss and underwent hardship , enormous stress to re-instate the insurance policy and paid re-instatement fees.
79. Defendants' conduct is malicious, vicious, wanton and deliberate and is an *intentional perverted sadist act and intentional tort* in misrepresenting the insurance carrier to cancel the policy .
80. Defendants indulged in this vicious, malicious act , despite knowing fully well the insurance escrow account was closed per the agreement Exhibit 1; .Plaintiffs paid the premium to the carrier directly even before escrow account closed; knew there is certificate of insurance sent by the carrier.
81. Defendants' intentional tort actions are malicious, vicious and carried out with deliberate intent to cause emotional distress, and indulged in such acts to wantonly inflict distress, stress to the Plaintiffs and their family; in maliciously inflict emotional harm and put Plaintiffs property in danger without insurance all of which qualify for punitive damages as well..

WHEREFORE, Plaintiffs seek money damages in excess of **TEN MILLION DOLLARS** be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation, plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT VI

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS AND MENTAL ANGUISH

82. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-81 of this Complaint as fully set forth herein.

83. Due to the abuses, causes of action listed in all counts Count I-V is and as proximate cause of defendants' conduct , Plaintiffs suffered enormous emotional distress, mental anguish, physical suffering of illness from intense stress due to repeated threats to Plaintiffs' property by the defendants.

84. Plaintiffs are both physically and economically harmed. Physically, Plaintiffs' health are adversely impacted, and suffers from emotional anxiety over threats their ancestral home caused from the **BREACH of CONTRACT** by the defendants; due to illegal acts, extortion tactics.

85. Economically, Plaintiffs' credit rating and FICO score **IRREPARABLY AND IRREVERSIBLY DAMAGED** endangering Plaintiffs' ability to refinance at much lower rate which would have saved several thousands of dollars for the Plaintiffs; to improve the credit line, obtain credit cards, loans, etc., all attributed due to defendants' perverted sadist acts ; disparaging false reporting to credit bureaus that Plaintiffs are default in payments.

86. As a proximate cause of defendants' disparaging, slanderous conduct and planting false data with credit bureaus, plaintiffs suffered financial harm.

87. Defendants continued to threaten Plaintiffs with delinquency notices and false foreclosure despite Plaintiffs adhering to the agreement MMC per Exhibit 1

WHEREFORE, Plaintiffs seek money damages in excess of **TWENTY MILLION DOLLARS** be entered in favor of the Plaintiffs, against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P.; Pretium Partners LLC; Ocwen Loan servicing LLC; Altisource LLC, Ocwen Financial Corporation, PHH Mortgage corporation for inflicted such mental anguish and emotional distress plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT VII

DEFAMATION ; DEFAMATION PER SE ; SLANDER; PROJECTING PLAINTIFFS IN FALSE LIGHT IN THE COMMUNITY

88. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-87 of this Complaint as fully set forth herein

89. As per the **factual** pleadings (though Federal courts require only "notice pleadings"), throughout this complaint, it is proved here beyond pre-ponderance doubt that the defendants committed stalking crimes and harassment posting Notice and stickers at the Plaintiffs door to create a perception in the community and to general public, including mail man, delivery persons, etc.; that the Plaintiffs home is abandoned and vacant, thus slandered the Plaintiffs by publishing defamatory notices; misrepresented to the community that Plaintiffs house was to be foreclosed.

90. Defendants viciously conducted this campaign false default, delinquent and false foreclosure notices ; stalking, extortion to abandon the property like the white collar criminal Selene defendants have done to numerous homeowners including some homeowners committed suicide due to extreme duress inflicted on them by felons Selene defendants; posted “notice stickers” for the sole purpose of harassment, extortion and to defame the Plaintiffs, to extort an abandonment ; to project Plaintiffs in a ‘false slight’ before the community.

91. The aforesaid conduct by the defendants is a criminal scheme aimed at trying to “set-up” a false foreclosure action of Plaintiffs’ home.

92. The aforesaid slanderous, harassing , sadistic and intimidating conduct by the defendants as stated in foregoing Counts is also a criminal conduct 735 ILCS 5/15-1104 which reads as follows:

735 ILCS 5/15-1104 (from Ch. 110, par. 15-1104)

Sec. 15-1104. Wrongful Inducement of Abandonment. Any person who willfully misrepresents to the Court any fact resulting in a finding of abandonment of mortgaged real estate in connection with subsection (b) of Section 15-1603 or subsection (d) of Section 15-1706 of this Article or who threatens to injure the person or property of occupants of mortgaged real estate, or *who knowingly gives such occupants false and misleading information, or who harasses or intimidates such occupants, with the intent of inducing such occupants to abandon the mortgaged premises*, in order to obtain a finding of abandonment under subsection (b) of Section 15-1603 or subsection (d) of Section 15-1706 of this Article, shall be guilty of a Class B misdemeanor.

(Source: P.A. 84-1462.)

WHEREFORE, Plaintiffs seek money damages in excess of **TWENTY MILLION DOLLARS** be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation for inflicted such mental anguish and emotional distress plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT VIII

CIVIL DAMAGES FOR CLASS X FELONY VANDALISM

93. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-92 of this Complaint as fully set forth herein.

94. After failed in their criminal attempts of felony harassment, stalking, intimidation, the white collar criminal defendants dispatched criminals - ex-convicts felons to threaten the Plaintiffs and their property to commit Class X-Felony vandalism

95. Attached as **Exhibit A of the backyard fence door lock cut and broke by the felons** dispatched by the defendant felons who **criminally trespassed the property** into the backyard, **attempted to break the patio door** to cause harm, panic, endangerment to the Plaintiffs and their children .

96. The felons Selene defendants are behind the Class X Felony who sent the “thugs” convicted felons and “hitmen” and are reported to FBI . The Federal Grand Jury indictment investigation is ongoing to have the felons and the criminals Joe Davila, Glen Messina, William Shepro, Michelle Esterman who acted behind the scene and criminal accomplices to the class X felony, and are to be indicted and arrested, prosecuted.

97. As proximate cause of the aforesaid felonies by the defendants, plaintiffs suffered damages .

WHEREFORE, Plaintiffs seek damages in excess of **TWENTY MILLION DOLLARS**

be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation for inflicted such mental anguish and emotional distress plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT IX

SLANDER OF THE TITLE OF THE REAL PROPERTY

98. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-97 of this Complaint as fully set forth herein.
99. When the Plaintiffs were still making payments as agreed in MMC Exhibit 1, the white collar criminals defendants with no judicial process, with no case, no court order, listed the plaintiffs' property as 'foreclosure sale.'
100. This was around the same time where plaintiffs themselves listed with a realtor at the market value appraised .
101. In a deliberate attempt to *devalue* the Plaintiffs' property , slander the title, the perverted, sadist white collar criminals defendants, listed at \$200,000 below the homeowners' listed price in the illegal , false foreclosure slandered listing..
102. Due to the white collar criminal defendants' tortious interference in the listing and criminal conduct of "foreclosure listing" , plaintiffs was unable to sell his home at the price listed as the prospective buyers were misrepresented as " foreclosure" property and hence buyers could get a "steal of a deal" and ignored the Plaintiffs listing through a realtor.
103. As proximate cause of defendants fraudulent foreclosure listing; tortious interference to Homeowners' listing in detriment to sell the property at the listed price or more, the Plaintiffs suffered damages .

WHEREFORE, Plaintiffs seek damages in excess of **TWO MILLION DOLLARS** be entered in favor of the Plaintiffs , against the Selene defendants - Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial

Corporation , PHH Mortgage corporation plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT X

STATUTORY FRAUD IN INVOKING MORTGAGE ACCELERATION CLAUSE

104. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-103 of this Complaint as fully set forth herein.

105. As pleaded in Count I -Breach of Contract (Exhibit 1) defendants defrauded the monthly payments, diverted; defrauded the funds by not applying to the Principal and thus defendants breached the contract.

106. Thereafter, fraudulently *created stories* of short payment , late payment, under payment , non-payment by diverting and stealing the Principal and interest payments .

107. As additional financial crime, after BREACHED THE CONTRACT (Exhibit 1), the defendants illegally invoked “mortgage acceleration clause” when they are barred when a mortgage is in breach and fraudulently billed over \$200,000 illegally invoking ‘mortgage acceleration clause’ and indulged in felony extortion of several thousands of dollars from the plaintiffs as ransom.

WHEREFORE, Plaintiffs seek damages in excess of **TWO HUNDRED THOUSAND**

DOLLARS be entered in favor of the Plaintiffs, against the Selene defendants-Salene Financing L.P.; Selene Holdings L.P; Pretium Partners LLC; Ocwen Loan servicing LLC ; Altisource LLC , Ocwen Financial Corporation , PHH Mortgage corporation plus attorney fees and costs and such other relief as the court deems proper and just.

COUNT XI

PUNITIVE DAMAGES

Against Individual Defendants

**Joseph Davila, Donald Mullen, Glen Messina, William Shepro,
Michelle Esterman, Katie Brewer, Imelda Avalos**

108. Plaintiffs adopts and incorporates Background Facts; paragraphs 1-107 of this Complaint as fully set forth herein.

109. The defendants are essentially Joseph Davila, Glen Messina Michelle Esterman William Shepro, Donald Mullen, Katie Brewer, Imelda Avalos are perverted sadist white collar criminal thugs – are personally liable for punitive damages as willing participants actors, orchestrators in all the causes of action listed in this entire complaint in all the counts including Class X Felony crime vandalism -Exhibit A

110. The individual Defendants named in this count knowingly and wantonly engaged in vicious , malicious conduct described in foregoing counts which they knew their acts are fraudulent , false and deceptive and will be sued for damages for their intentional, venomous, vicious tort acts.

111. As proximate cause of such unlawful conduct Plaintiffs suffered damages due to the malicious, wanton conduct including criminal conduct by defendants who willfully committed the following acts:

- a) Deliberately breached the agreement per Exhibit 1 , and affirmed the breach
- b) Transmitted false data to credit bureaus with the sole purpose to damage the credit score and credit worthiness of Plaintiffs , knowing fully well such false information

to credit bureaus would inflict financial harm, would cause irreparable damage to Plaintiffs' credit rating ;

- c) By misrepresented Plaintiffs' insurer that the house was vacant, abandoned, knowing fully well it was not, and caused Plaintiffs' insurer to cancel the coverage. The defendant felon and white collar criminal crook Joe Davila indulged in this nasty job when the felon Davila was employed by defendant Altisource Plaintiffs' homeowner's insurance coverage was reinstated after much aggravation , humiliation to prove that Plaintiffs are inhabitants of the property by sending proof of electric bills, gas bills etc.; and the payment of additional reinstatement fees. This was made worse when defendant felon and white collar criminal crook Joe Davila through Selene subsidiary defendant Altisource, posted derogatory notice at the front door that Property was vacant when at a time defendant was sending statements every month and Homeowners- plaintiffs were making prompt payments every month and defendants were receiving those payments ;
- d) fraudulently billed the "harassment vacant notice" as inspection fees .This total falsehood was done deliberately when defendants named here knew their malicious acts are crime under Illinois statute **735 ILCS 5/15-1104) (from Ch. 110, par. 15-1104) Sec. 15-1104. Criminal act of Wrongful Inducement of Abandonment.**
- e) Continued to engage in conduct of a same or similar nature pertaining to mortgage abuses despite defendants were hit with a \$2.1 Billion settlement pay out on law suits by 50 state attorney generals and the Federal Consumer Financial Protection Bureau. Group Exhibit X

- f) The individual Defendants named here are felons with a “criminal business model” solely designed to defraud homeowners ; abuse the escrow accounts; drive the homeowners to false foreclosure, then put the property for “short sale” and “run with the money, equity .”
- g) All the individual defendants named in this count are personally liable for punitive damages.

127. Plaintiffs are both physically and economically harmed. Physically, Plaintiffs’ health is adversely impacted, and suffers from emotional anxiety and trauma over repeated threats on their home by defendants; Economically, Plaintiffs’ credit rating totally, irreparably damaged to obtain new loans and Plaintiffs’ ability to refinance with a lot lower interest rates of 2.5% were damaged; and suffered declination for credit cards, cancellation of existing credit cards due to defendants false consumer reporting to credit bureaus.

128. As articulated in the foregoing counts I through X , defendants carried out their despicable, vicious acts deliberately , maliciously to defraud the Plaintiffs, harass the Plaintiffs; extort an abandonment ; to steal the equity and run with the money with false foreclosure threats; threatened the lives and the property (Count VIII) to harm the Plaintiffs , to intimidate , stalk, harass the Plaintiffs. Such unconscionable, perverted, sadist deceptive and unfair practices undertaken deliberately to cause emotional distress and mental anguish to Plaintiffs; to viciously, maliciously destroy the tranquility and peaceable living of the Plaintiffs and their children.

129. The calculative criminal crooks Selene defendants driven by greed to rob the equity in the home built over 18 years of prompt mortgage payments for over \$250000 with less than \$100,000 left in the mortgage balance , indulged in deceptive, bad faith foreclosure tactics .

130. The fraud business model and corporate greed for which defendants sued by all Fifty state attorney general found violating the settlement agreement by the attorney generals -Exhibit 5 is more profitable and resumed their white collar criminal tactics and mortgage abuses; viciously indulged in such extortion tactics to force Plaintiffs to abandon their home like they have done to scores of Homeowners, (Gr.Ex.X) with false foreclosure , **all of which compels , mandates and qualify for punitive damages .**

131. As proximate cause of defendants' unlawful acts, Plaintiffs have suffered damages, irreparable damages; lost the pleasures of life; waste enormous hours Plaintiffs' precious lives to fight against the white collar criminal Selene defendants and Plaintiffs resolve to stand on their ground and protect their legal rights; to take on the white collar criminal crooks and felons Selene defendants

WHEREFORE, plaintiffs seek punitive damages in excess of **FIVE HUNDRED MILLION DOLLARS** judgement in favor of the Plaintiffs and to be decided by a Jury; such PUNITIVE damages entered collectively against each INDIVIDUAL DEFENDANTS Joseph Davila, Glen Messina, Michelle Esterman, William Shepro, Donald Mullen, Katie Brewer, Imelda Avalos who are all willing actors, conspirators, players involved in this mortgage abuse , fraud, and false foreclosure scam and other causes of action narrated in this entire complaint in all counts . Each individual defendants are all personally responsible and liable for such intentional tort acts to inflict injuries to plaintiffs, and seek such judgement in favor of the Plaintiffs , plus attorney fees and costs and such other relief as the court deems proper and just.

CONCLUSION

All the factual elements of causes of action pleaded in each count in the foregoing paragraphs, as well as additional facts and evidence Plaintiffs will support at Trial, Plaintiffs are seeking a judgement entered for **FIFTY Million Dollars** entered against the Defendants Selene Finance L.P., Pretium partners, LLC; Selene Holdings L.P., PHH Mortgage Corporation; Ocwen Financial Corporation; Ocwen Loan servicing LLC; Altisource LLC and Punitive Damages of **FIVE HUNDRED MILLION DOLLARS** cumulatively against the combined individual Defendants Joseph Davila, Glen Messina, Michelle Esterman, William Shepro, Donald Mullen, Katie Brewer, Imelda Avalos who are all willing actors, players involved in this expansive mortgage fraud scheme ‘ mortgage abuse, false foreclosure scam; theft of Plaintiffs payments.

Furthermore, based upon the indisputable facts narrated in the foregoing paragraphs and reciting and referencing those above causes of action pleaded in all counts- in summary, Plaintiffs is seeking the following relief:

- a. Permanent injunction against the Selene defendants, more specifically, Selene Finance L.P and PHH Mortgage corporation to cease immediately any further continued threats of foreclosure ;
- b. Enjoin Selene defendants, more specifically, Selene Finance L.P and PHH Mortgage corporation from any future foreclosure threats, efforts or action against Plaintiffs’ Property
- c. An Order enjoining the Selene defendants to cease immediately from engaging in conduct of continue to place false data with credit bureaus;

- d. An order that Selene defendants to retract immediately all and every false, Derogatory, detrimental, negative and incriminating data planted with credit bureaus *retroactively* from January 2017
- e. Judgement in an amount in *excess* of **FIFTY MILLION DOLLARS** and to be determined by a JURY
- f. Punitive damages of **FIVE HUNDRED AND FIFTY MILLION DOLLARS** to be decided by a Jury ;
- g. Attorney fees and costs
- h. Civil penalties in view of pattern of egregious , deliberate, wanton abuse and misconduct by Selene defendants and in view of Public interest, in line with similar actions taken by other states in the Union, to bar, enjoin and impose permanent ban on Selene defendants from procuring any new mortgages anywhere in the territory of United States of America , where already 28 states have **permanently** banned Selene white collar criminals and Selene defendants from doing any business in those states.
- i. Any other award or relief that the Court deems equitable, fair and just.

JURY DEMAND

Plaintiffs demands Trial by a TWELVE person jury on all counts.

Respectfully Submitted,

By: /s/Roger Shekar
/s/ Pushpa Shekar
Plaintiffs

December 20, 2024

Justice Clinic LLC
450 Plum Grove
P.O. Box 681085
Schaumburg, Il 60168-1085

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Roger Shekar, Pushpa Shekar

(b) County of Residence of First Listed Plaintiff Cook
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

c/o Justice Clinic LLP
P.O.Box 681085
Schaumburg, IL 60168-1085

DEFENDANTS

Selene Finance L.P., Joseph Davila, Donald Mullen, Selene Holdings LLC., PHH Mortgage Corporation, Pretium Partners LLC., Ocwen Lohan Servicing, Altisource, Ocwen Financial corporation, Glen Messina, William Shepro, Michelle Esaterman, Katie Brewer, Imeldao Avalos, et al

County of Residence of First Listed Defendant Montgomery County, PA
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C Section 1332; diversity and damages exceeds \$75000

Brief description of cause:

Breach of Mortgage contract, Civil damages for Breach, Fraud, Intentional Tort and other causes as pleaded in the complaint

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 100,000,000
Punitive: 500,000,000

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

12/20/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/Roger Shekar, /s/Pushpa Shekar

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.